IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 558 OF 2005

IN

SUIT NO. 2057 OF 2005

Pratap Bhagwandas Kapadia
& Anr. .. Plaintiffs.

vs.

M/s. Mihar Builders
& Ors. .. Defendants.

Mr. Kiran Jain with Ms. Nita Solankhi
for plaintiffs.
Mr. R.M. Ashar for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 20th February, 2006.

P.C.

. The present suit is filed on bill of exchange Exhibit A to the plaint. There is also the payment of interest which is Exhibit B to the plaint. The only defence raised by the defendants is that the plaintiff who is an advocate has misused the letter head and written admission letter dated 23.4.2005 being admission of liability. Even if Exhibit C dated 23.4.2005 is ignored still the

liability of the defendants is crystalised by Exhibit A to the plaint which is the bill of exchange. In so far as the bill of exchange is concerned, the only contention is that there is no agreement to pay interest. Interest is provided under Section 80 of the Negotiation Instruments Act. In the light of the aforesaid, there is no defence at all. The learned counsel for the plaintiffs has tendered the compilation of the original documents. The same are taken on record and marked Exhibit A collectively. Summons for judgment is made absolute accordingly. Decree as prayed. Refund of Court fee as per rules.